

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 19					
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W52P1J18A0001			2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/CALL 2019 Jan 16		4. REQ./ PURCH. REQUEST NO.			5. PRIORITY					
6. ISSUED BY ARMY CONTRACTING COMMAND - RI BLDG 60 &62 ROCK ISLAND IL 61299-800			CODE W52P1J		7. ADMINISTERED BY SPAWAR SYSTEM CENTER PACIFIC VERONICA BECK VERONICA.BECK@NAVY.MIL 53560 HULL STREET A-33 SAN DIEGO CA 92152			CODE N66001		8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR DLT SOLUTIONS, LLC ERICA GALLAGHER 2411 DULLES CORNER PARK STE 800 HERNDON VA 20171-6168			CODE OS0H9		FACILITY		10. DELIVER TO FOB POINT BY (Date) SEE SCHEDULE			11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED					
							12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0490		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract.											
		PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:											
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.															
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT			
		SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: 619-553-4523 EMAIL: spencer.sessions@navy.mil BY: Spencer Sessions <div style="text-align: right;"> CONTRACTING / ORDERING OFFICER</div>						25. TOTAL			
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE _____ SIGNATURE OF AUTHORIZED GOVT. REP. _____						27. SHIP NO.		28. DO VOUCHER NO.		30. INITIALS					
						<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR					
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.					

Section A - Solicitation/Contract Form

SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER S. TYLER
Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-4459
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Kind of Modification: D
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C
BPA Expiration Date: 2021APR11

Paying Office: HQ0490
DFAS-INDY VP GFEBs
8899 E. 56TH STREET
INDIANAPOLIS IN 46249-3800

1. In accordance with Federal Acquisition Regulation (FAR) 43.103(b), the purpose of P00001 is to transfer the responsibilities of the Procuring Contracting Officer of Blanket Purchase Agreement W52P1J-18-A-0001 and all modifications held by DLT Solutions, LLC from Army Contracting Command - Rock Island (DODAAC W52P1J) to SPAWAR Systems Center Pacific (DODAAC N66001) as follows:

FROM: ARMY CONTRACTING COMMAND - ROCK ISLAND
3055 Rodman Avenue
Rock Island IL, 61299-8000
DODAAC: W52P1J

CONTRACTING OFFICER:
NAME: Jill Sommer
PHONE: (309) 782-3582
EMAIL: jill.m.sommer.civ@mail.mil

CONTRACT SPECIALIST:
NAME: Jennifer Tyler
PHONE: (309) 782-4459
EMAIL: jennifer.s.tyler.civ@mail.mil

TO: Naval Information Warfare Center (NIWC) Pacific
Code 22550
53560 Hull Street
San Diego CA 92152-5001
DODAAC: N66001

CONTRACTING OFFICER:
NAME: Spencer Sessions
PHONE: (619) 553-4523
EMAIL: spencer.sessions@navy.mil

CONTRACT SPECIALIST:
NAME: Veronica Beck
PHONE: (619) 553-4532
EMAIL: veronica.beck@navy.mil

2. The following attachments found in section J will be deleted in their entirety as follows:

Attachment 0008 - ESI Army Order Transaction Report Template
Attachment 0009 - ESI Army Order Transaction Report Instructions
Attachment 0010 - ESI Army Order Transaction Report Example
Attachment 0011 - ACC-RI Government POC

3. Effective 26 February 2018, NIWC Pacific is responsible for all open actions and administrative responsibilities associated with this BPA.

4. Except as provided herein, all other terms and conditions under BPA W52P1J-18-A-0001 remain unchanged.

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$0.00

BPA Call Limit: \$0.00

Period of Performance: 14-Jan-2019 to 11-Apr-2019

PSC Codes:

7030

Section C - Descriptions and Specifications

SUPPLEMENTAL INFORMATION

Buyer Name: JENNIFER S. TYLER

Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-4459

Type of Contract 1: Firm Fixed Price

Kind of Contract: Supply Contracts and Priced Orders

Type of Business: Other Small Business Performing in U.S.

Surveillance Criticality Designator: C

BPA Expiration Date: 2021APR11

*** End of Narrative A0000 ***

1. INTRODUCTION

1.1 FEDERAL ACQUISITION STREAMLINING ACT: In the spirit of the Federal Acquisition Streamlining Act, the Army Contracting Command Rock Island (ACC-RI), on behalf of the U.S. Department of Defense (DoD) Enterprise Software Initiative (ESI) (referred to hereafter as Government or DoD) and DLT Solutions (the Contractor) enter into this Blanket Purchase Agreement, which includes all Attachments (collectively referred to as the BPA) as of the Effective Date as identified on SF 1449.

1.2 GSA FSS CONTRACT: General Services Administration (GSA) Federal Supply Schedules (FSS) Contracts reduce contracting and open market costs such as: search for sources, development of technical documents, solicitations, and the evaluation of offers.

This BPA is entered into to reduce the administrative cost of acquiring commercial products and services from the GSA FSS 70 Contract GS-35F-267DA (the FSS Contract), Special Identification Number 132-33 Perpetual Software Licenses.

All orders placed against this BPA are subject to the terms and conditions of the FSS Contract.

1.3 DOD ESI: The DoD ESI is a joint DoD project designed to develop and implement a DoD enterprise procurement process. This ESI BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation and Supplement Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

2. SCOPE OF USE: This BPA includes Quest brand name Commercial-Off-The-Shelf (COTS) Quest Enterprise Management Software (EMS) products inclusive of software licenses, media, and maintenance for Information Management, Microsoft Platform Management, Identity & Access Management, Endpoint Systems Management, Data Protection, Performance Monitoring and Support in support of the DoD mission.

3. TERM: This BPA shall commence on the Effective Date as identified on SF 1449, and shall continue in force for a period not to exceed five years after such date, unless otherwise terminated as provided herein and is contingent on maintaining or renewing a GSA FSS Schedule.

This BPA expires upon completion of all orders issued within the specified BPA ordering periods, inclusive of any exercised BPA option periods. This BPA is contingent upon the Contractor maintaining or renewing a GSA FSS schedule.

4. LIST OF ATTACHMENTS TO THE BPA:

All attachments to this BPA will be deemed a part of this BPA and incorporated by reference. Terms defined in this BPA and used in any Attachment will have the same meaning as in this BPA.

The parties agree the Attachments listed below apply to all orders placed under this BPA and are incorporated as binding terms and conditions.

The Attachments are set forth as follows:

- Attachment 0001 - Product and Price List
- Attachment 0002 - GSA EULA
- Attachment 0003 - DoD ESI Supplement to GSA EULA
- Attachment 0004 - Glossary
- Attachment 0005 - Most Favored Customer Pricing Certification
- Attachment 0006 - ESI BPA Report of Sales with Instructions
- Attachment 0007 - ESI BPA Fees and Payments
- Attachment 0008 - ESI Army Order Transaction Report Template
- Attachment 0009 - ESI Army Order Transaction Report Instructions
- Attachment 0010 - ESI Army Order Transaction Report Example
- Attachment 0011 - Chain of Command for Government Personnel

5. EXTENT AND FUND OBLIGATION: This is a multiple award ESI BPA. As such, the Government estimates, but does not guarantee that the volume of purchases through this BPA will be a ceiling of \$40,000,000.00 shared among the ESI BPA holders and may fluctuate from reseller to reseller.

The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

This BPA does not obligate any funds. Funds will only be obligated on each delivery order.

6. AUTHORIZED USERS:

DoD Components: The BPA is open for ordering by all DoD Components. For the purposes of this BPA, a DoD component is defined as follows: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard (when Authorized), NATO, the Intelligence Community (IC) and FMS with a Letter of Authorization.

GSA / Ordering Organizations: GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400.

Government Contractors: Government contractors performing work for a DoD Component (as defined above) may place Delivery Orders under this BPA on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

Federal Agencies and Authorized Contractors: This BPA is open for ordering by all United States Federal Agencies and authorized contractors.

7. ORDERING PERIOD AND SURVIVAL: If orders issued within the BPA ordering period include options, the order options may be exercised after the BPA ordering end date provided that: (1) the initial order which includes the option was issued during the BPA period of performance; (2) the ordering office determines that the underlying GSA schedule is still valid at the time the order option is exercised and still includes the applicable products; and (3) the ordering office satisfies all other applicable regulations for exercise of options. All orders placed against this BPA shall incorporate the terms and conditions of the BPA, including all Attachments.

7.1. GSA Federal Supply Schedule Succession: This BPA is based on the Contractors current GSA schedule contract number as referenced above. In the event the current GSA schedule contract is cancelled or expires and a

new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the cancelled or expired GSA contract.

7.2. Annual Review for Best Value: This BPA will be reviewed annually in accordance with FAR 8.405-3(e) to ensure that this BPA still represents a best value for the Government.

7.3. Acquisitions and Mergers: This BPA shall survive unto Contractor, its Successors, rights and assigns. The terms and conditions in this BPA shall survive the acquisition or merger of Contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this BPA.

8. ORGANIZATION OF THIS BPA

8.1 BPA Structure: This BPA is organized in two major segments:

- a. The general terms and conditions
- b. The Attachments, which are binding agreements entered into and made effective at the time of the award of this BPA.

8.2. Order of Precedence: All terms and conditions of the Contractors GSA IT Schedule 70 Contract and the DoD ESI BPA shall apply, inclusive of all Attachments. In the event of an inconsistency between the GSA Contract and the DoD ESI BPA, the DoD ESI BPA shall take precedence.

The order of precedence for resolving any inconsistencies between this DoD ESI BPA and all Attachments shall be set forth in the order below, unless specifically stated otherwise or specifically agreed to in writing by the parties:

1. BPA Terms and conditions
2. Attachments
3. GSA IT Schedule 70 Contract

The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license or any additional negotiated terms at the order level.

In the event of any inconsistency between the general terms and conditions of the BPA and the terms and conditions of any Attachment to the BPA, the general terms and conditions shall take precedence over the terms and conditions of any Attachment, unless the parties specifically agree in writing that a term or condition of Attachment has precedence over the corresponding term or condition in the general terms and conditions of the BPA.

All orders placed against this BPA shall incorporate the terms and conditions of this BPA, including all Attachments. In the event of a conflict between an ordering document Contractors license, support, maintenance or services agreement, the provisions of FAR 52.212-4(s) control. No terms of the Order may contradict or dilute the terms secured by the BPA, inclusive of BPA Attachments. The Order may only enhance the terms of the BPA if they are more favorable to the requiring activity and agreed to in writing by the parties.

9. PRODUCT AND SUPPLIES & SERVICES: The Contractor shall make available to all authorized users of this BPA the products and services contained in Attachment 0001.

Attachment 0001 describes the Commercial-Off-The-Shelf (COTS) Quest Enterprise Management Software (EMS) products. The required products include licenses, media, and maintenance for Information Management, Microsoft Platform Management, Identity & Access Management, Endpoint Systems Management, Data Protection, Performance Monitoring and Support.

The geographical area will be the Continental United States and Outside of the Continental United States.

9.1. QUEST GSA END USER LICENSE AGREEMENT AND DoD ESI SUPPLEMENT TO THE GSA EULA: The GSA EULA (Attachment 0002) and the DoD ESI Supplement to the GSA EULA (Attachment 0003) are

applicable to this requirement and are hereby attached. These documents shall govern the grant, provision and use of all software licensed to and ordered by the DoD pursuant to this BPA.

9.2. TECHNOLOGY REFRESHMENT / PRODUCTS AND SERVICES IMPROVEMENTS:

The Contractor shall inform the Contracting Officer of changes to the products and services offered under this BPA as they become commercially available, but no more than quarterly as shown in the table below.

If at any time during the life of this BPA, the original equipment manufacturer of the products and services schedules a discontinuation, improvement, and/or replacement, the BPA holder shall provide a request to include the new or revised products and services under the BPA.

Improvement of products include new releases, updates, and upgrades including additional features and functionality, and successor or upgraded products.

Quoted prices for new or revised products and services shall be constructed in accordance with the pricing structure guidelines established at the time of the original BPA. Discounts shall be at the same or greater discount level as the original BPA product prices and the Contractor is required to sign and date the Most Favored Customer Pricing self-certification.

All Contractor requests shall include a description of the products and/or services, an electronic copy of the pricing tables (commercial list unit price, GSA unit price, BPA Army only unit price, and the BPA Non-Army unit price), technical literature that describes the products and/or services, evidence of inclusion on the GSA schedule, and rationale for the change.

In accordance with the table entitled Quarterly Refresh Schedule, the submission of software product title changes must be requested on a quarterly basis only. The Contractor must submit the change No Later Than (NLT) 30 days prior to the start of the quarterly period. The Government reserves the right to accept all, none, or some of the requested changes. Any requested changes shall become effective ONLY upon written acceptance by the Contracting Officer

Quarterly Refresh Schedule

Contractor Submission Quarterly Period

- 1st Quarter: NLT 1 December 1 January thru 31 March
- 2nd Quarter: NLT 1 March 1 April thru 30 June
- 3rd Quarter: NLT 1 June 1 July thru 30 September
- 4th Quarter: NLT 1 September 1 October thru 31 December

In an effort to maximize competition between all resultant BPA holders, if a Contractor submits a request for an update, an upgrade, or a new release/product, the competing Contractors will have an opportunity to submit a request for the same products.

The submission of technology refresh requests outside of the above schedule may be considered based upon the best interests of the Government.

In the event the Contractor's catalog changes are not timely updated in Attachment 2 to this BPA, the ordering office is authorized to issue an Order under this BPA for items listed on the Contractor's GSA FSS catalog provided the required items are within the scope of this BPA and included on the Contractor's GSA FSS catalog at time of purchase. Contractor shall quote their applicable BPA discounted price at the same or greater discount level as the original BPA product prices.

10. PRICING TERMS:

10.1 Prices for commercial products and services are specified in Attachment 0001. The Contractor shall not charge prices in excess of those listed in this BPA.

Prices shall not escalate and are not subject to upward adjustment during the term of this BPA. The prices in Attachment 0001 will be reviewed annually or as required to determine whether a reduction is appropriate.

10.2. MOST FAVORED CUSTOMER: Contractor shall ensure the prices under this BPA are as low as or lower than the prices the Contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

10.3. ADDITIONAL PRICE AND DISCOUNT TERMS: The government may secure additional discounts at the time of placing an order. Additional Spot discounts are authorized and encouraged. Prices shall not escalate and are not subject to upward adjustment during the term of this BPA.

Attachment 0001 contains additional discounts for volume-based or transaction-based discounts. Discount levels are determined on a by order basis throughout the term of this BPA and are governed by dollar volumes achieved within a single order.

Volume discounts for the products listed on Attachment 0001 Product and Price List are incorporated as follows:

Task Order	Discount off Army BPA Contract Price	Discount off Non-Army BPA Contract Price
\$3,000,000.00 - \$5,999,999.99	1%	1%
\$6,000,000.00 - \$8,999,999.99	1%	1%
\$9,000,000.00 - \$11,999,999.99	2%	2%
\$12,000,000.00+	2.5%	2.5%

11. PRODUCT AND PRICING DATA SUBMISSION:

Data Submission Format: Contractor shall submit and keep current all products, service and pricing data in the format described in Attachment 0001 (as amended from time to time) for publication in all web and other methods for public and private display and access.

Changes to Contractors products or prices shall only be effective upon receipt of written approval from the Procuring Contract Officer (PCO).

12. ORDERING:

12.1 Orders: The scope of this effort is worldwide. Ordering is decentralized and delivery requirements will be stipulated at the individual order level.

12.2. Ordering Guide: The ordering guide will contain the ordering process and instructions that shall be followed by Ordering Offices and the Contractor.

Within 30 days after award, an ordering guide will be posted on the CHES and ESI websites. The Contractor shall post the ordering guide on its website. The guide will be updated as required and shall not require formal modification to this BPA. All changes to the guide shall be reviewed and approved by the Procuring Contracting Officer (PCO) prior to posting.

The Contractor shall immediately notify the Contracting Officer in the event of any changes to Contractor POC information, Contractor physical address, Contractor web address, or any other relevant information in the Ordering Guide.

This guide shall be continuously updated as required and shall not require formal modification to the BPA. All changes to the ordering guide shall be reviewed and approved by the PCO prior to posting.

12.3. APPLICABILITY OF FAR AND DFARS PROVISIONS: Orders issued against this BPA are subject to the FAR clauses included in the underlying GSA Schedule, as well as the FAR and DFARS Clauses indicated in Section J and as incorporated by addendum to FAR Clause 52.212-4, Contract Terms and Conditions Commercial Items.

The DFARS clauses listed in Section J are those in effect as of the effective date of this BPA. Ordering Offices are responsible for incorporating the most current or superseding version of the applicable DFARS clauses in the Delivery Order as appropriate. Any additional DFARS clauses not included in Section J should be considered by the Ordering Offices for inclusion in the Delivery Order.

The Ordering Offices should consider the requirements of the FAR supplement of the end user component (local requirements), as they apply to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the Delivery Order issued by the Ordering Office.

12.4. WEBSITES AND ELECTRONIC ORDERING: This BPA will be posted to the CHES and DoD ESI website as part of the ESI program. The website can be viewed at <https://ches.army.mil/> and <http://www.esi.mil> and is publicly accessible. The Government may also post the BPA to other federal government or DoD websites, some of which may be publicly available.

It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and Contractor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of this BPA, the Contractor shall participate to achieve this objective. Online ordering may also be accomplished through DoD controlled web sites.

The Contractor shall ensure that the data and information relating to Contractors products, technical specifications, services, prices, and other information related to a this BPA is current, accurate, complete, and delivered by the Contractor in standard format(s) acceptable to the DOD. The Contractor shall maintain coordinated and integrated hypertext links to the ESI web site from their World Wide Web site(s). The Contractor shall provide electronic-commerce/EDI capabilities, and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as technical requirements, environment, and architecture evolve.

12.5 ORDER SUSPENSION: There may be occasions where the Government may suspend ordering (by catalog line item or CLIN and may include the entire BPA) or cancel the BPA for cause. Reasons for suspension or cancellation can include but are not limited to delinquent sales report submission, and non-compliance to BPA terms and conditions. If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

13. INVOICING AND PAYMENT: The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractors invoice, the provisions of this BPA will take precedence.

14. CONTRACTOR BPA MANAGEMENT OBLIGATIONS:

14.1 Army ESI Report of Sales and Army ESI Order Transactions Report: The Contractor shall complete the ESI BPA Report of Sales (Attachment 0006) and ESI Army Order Transactions Report (Attachment 0008) and submit to the SPM and the PCO in electronic format within ten days following completion of the quarterly reporting period, or as otherwise requested by the SPM. The reports shall be submitted in the standard format shown in Attachment 0006 and Attachment 0008. Sales reports are required even in those instances where no sales are made. The SPM or PCO

shall provide written approval of each report to the Contractor. At the end of each calendar quarter, the written/email approval provided to the Contractor will be accompanied by a request to remit the ACT fees in accordance with ESI BPA Fees and Payments (Attachment 0007). The SPM or PCO will provide a copy of the approved quarterly Army ESI Report of Sales to the DoD Components participating in fee sharing.

14.2. Fees and Payment: The Contractor shall pay the ACT fees to the parties described in Attachment 0007 within 30 days after notification of approval from the applicable SPM or PCO for the sales report required pursuant to paragraph 9 above. Attachment 0007 will be updated as required concerning Points of Contact and related information. Updates to Attachment 0007 shall not require formal modification to the BPA. All changes to Attachment 0007 will be reviewed and approved by the PCO.

15. Centralized Administration: The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force, submission of monthly/quarterly reports and approved fee payments.

16. RECORDS: The Contractor shall maintain archival copies of all orders for the term of this BPA in accordance with GSA and FAR Part 4.7 requirements. Copies shall be made available to the Government upon request.

17. PROGRAM MANAGEMENT REVIEWS (PMR): The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the SPM. During these reviews, the Contractor shall report on status of BPA sales, sales leakage, marketing, and any outstanding issues concerning the BPA, among other things. PMR agenda and presentation format shall be provided by the SPM to Contractor prior to each PMR. Travel expenses are the responsibility of the Contractor.

18. SALES LEAKAGE: The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and shall enforce the policy that this BPA is the preferred procurement vehicle for the products contained within. Within 60 days of the effective date of this BPA, Contractor shall submit its plan of action to ACC-RI/CHESS to define the processes administered to conform to the requirements of the BPA. The Contractor shall keep the plan current throughout the Term of the BPA. The Contractor shall establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

19. MARKETING AND PROMOTION: The Contractor shall dedicate reasonable resources to this effort and market and advertise the BPA, to include advertising the availability and benefits of the BPA on the Contractors web site, advertising the BPA at relevant trade shows, participation in DoD Component sponsored events, and promotion through news media geared to Government/DoD IT personnel and leadership.

The Contractor may obtain standardized ESI marketing materials by requesting access from the SPM. The Contractors use of the ESI logo, seal, or emblem shall be limited to materials describing the products and services that are specifically made available under the BPA. ESI reserves the right to review any materials that contain the ESI brand prior to use by the Contractor, and, at a minimum, requires the Contractor to follow these guidelines:

Use Only The Approved Master Artwork. Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.

Allow A Minimum Clear Space Around The ESI Logo. Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words, or charts. Maintain Legibility. Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

All materials made available for public view must include the following statement: The ESI logo/markings is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000.

20. ON/OFF RAMP PROCEDURES: The Government reserves the right to reopen competition at any time during the term of this BPA. When an onramp is used, the Government will advertise the reopening of the competition on GSA eBuy, and awardees shall meet the criteria established under the initial solicitation. The evaluation and selection of awardees for any on-ramp will be identical to the evaluation and award criteria used for the initial basic BPA awards.

21. INDEMNITY/INDEMNIFICATION FOR HARMFUL CONDUCT: To the maximum extent permitted by law, Contractor will indemnify, protect, and hold harmless, the DoD and their respective officers, directors, employees, agents, and affiliates from and against all claims, losses, liens, demands, attorneys' fees, direct damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively Claims) by a third party, that are caused by or arise out of: i) any wrongful act or omission, whether active or passive and whether actual or alleged, or willful misconduct of the Contractor or its employees, subcontractors, or agents; and ii) property loss, damage, personal injury or death, caused by the Contractor, or any of the Contractor's employees, subcontractors or agents. Claims of infringement as defined under DFARS 227.7008.

Under any circumstances related to claims, damages, and/or indemnification, the Department of Justice, unless otherwise permitted by law, is the settlement authority for any claim against the government.

22. PERSONALLY IDENTIFIABLE INFORMATION (PII): Contractor must comply with the Personally Identifiable Information requirements as set forth in the Privacy Act of 1974, Public Law 93-579, as amended, including all policies and directives issued there under including, for example, DoD Directive 5400-11, DoD Program dated May 8, 2007, as may also be amended from time to time or superseded.

23. TERMINATION:

23.1. Effect of by Contractor Termination: Notwithstanding any termination of this BPA, by Contractor, including any Attachments to the BPA, DOD shall have the right to continue use of any Products and Documentation that were purchased by a Delivery Order issued prior to the termination of the BPA.

23.2. Surviving Provisions: The following areas shall survive the termination or expiration of this BPA: Section 21 (Indemnity), Section

22 (Personally Identifiable Information), Section 23.1 (Effect of Termination), and Section 33 (General Provisions) and any software licenses acquired pursuant to the BPA where usage rights extend beyond the expiration or termination date of the BPA.

24. RELATIONSHIP OF THE PARTIES:

Independent Contractors: Each party will act solely as an independent contractor. Nothing contained herein will be construed to create the relationship of principal and agent, employer and employee, partners or joint venture. Neither party assumes any liability for personal injury or property damage arising out of the other party's performance of this BPA or BPA Calls. The Contractor will be responsible for all obligations in this BPA whether Contractor provides them directly or not. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges under orders executed under this BPA.

25. ROLES DEFINED: The Publisher shall be referred to as the Licensor; Reseller will be referred to as the Reseller; Government shall be referred to as the Licensee throughout this Agreement, obligating both Reseller and the Government to comply with the provisions where the term Reseller is used.

26. GLOSSARY: The terms included in Attachment 0004 shall have the meaning and application to this Agreement as defined in the Glossary.

27. GRANT OF LICENSE:

27.1. Software Products Licensee may use the Software products listed and described in Attachment 0001 in accordance with the terms and conditions of this Agreement.

27.2 License Evaluation at Option Periods Contractor will allow customers to evaluate license usage at the end of option periods and terminate, without penalty, unused licenses upon mutual agreement that the identified licenses are unused. The Contractor cannot employ a term or condition that would put the government at risk of violating the Anti-Deficiency Act, Misappropriation Act, and/or the Bona Fide Need Rule.

28. DELIVERY: Publisher's delivery of the Products to Licensee shall be by electronic download or as otherwise specified in Delivery Orders, FOB Destination.

29. CLICK WRAP LICENSES: Licensee shall not be bound by the terms of a Click-Wrap license encountered at any point during or after Software installation or use, notwithstanding Licensee or its Authorized Users clicking Accept in order to continue installing or using the Software.

30. BACKGROUND CHECKS: This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States and only if the Reseller employee does NOT possess a Department of Defense (DoD) performed National Agency Check with Inquiries (NACI) or a DoD security clearance of SECRET or higher, Reseller, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. The check is for felony and misdemeanor convictions within the seven years preceding the date of the check. To the extent not prohibited by law, Reseller shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United States, Reseller will make reasonable efforts to work with DoD in order to address its security concerns.

31. SECTION 508 OF THE REHABILITATION ACT COMPLIANCE: All products and services provided under this Agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site <http://www.section508.gov>.

32. NET-CENTRICITY: The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting, and create intelligence advantages. To reach this Net-Centric state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://dodcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DoD and Intelligence Community shall be licensed by the Software Publisher without restriction to information sharing among the DoD and IC in performing their missions.

33. GENERAL PROVISIONS:

33.1. Headings: The section captions and headings used in this BPA are for reference only, and are not to be construed in any way as terms or be used to interpret the provisions of this BPA.

33.2. Notices: All notices required under the BPA will be in writing and will be sent to the Government PCO and the Contractors designated Program Manager at the address set forth in a SF 1449, unless otherwise agreed to by the parties in writing. Notices are "issued" when copies are sent by electronic commerce methods, such as email.

33.3. Reference to Days: All references in this BPA to days will, unless otherwise specified, mean calendar days.

33.4. Severability: If any term or provision of this BPA is held to be illegal or unenforceable, the validity or enforceability of the remainder of this BPA shall not be affected. In such event, the parties will negotiate a valid, enforceable substitute provision that most nearly achieves the parties original intent in entering into this BPA or provide an equitable adjustment in the event no such provision can be added.

34.5. Waiver: Neither party's failure to exercise or delay in exercising any of its rights under this BPA shall constitute or be deemed to constitute a waiver, forfeiture, or modification of such rights or any others. Waiver of a breach of this BPA shall not be deemed a waiver of any future breach. Any waiver must be in writing and signed by each party's representative.

34.6. Dispute Resolution: In the event of disagreement with respect to any aspect of this BPA, the parties agree to discuss in good faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organization who have the power and authority to achieve a successful resolution

7. ENTIRE AGREEMENT: This BPA, together with all its Attachments and any individual orders issued against the BPA, constitute the entire agreement between DoD and Contractor and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written, regarding the subject matter of the BPA. No modifications to the terms of the BPA shall be valid unless in writing and authorized, in accordance with FAR Part 43.

35. POINTS OF CONTACT

Procuring Contracting Officer (PCO):

Jill M. Sommer

Army Contracting Command-Rock Island

(309) 782-3582

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Contract Specialist:

Jennifer Tyler

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Project Officer:

Dawn Bare

Computer Hardware Enterprise Software and Solutions (CHESS)

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Contractor:

Brad Gernat

DLT Solutions

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bradley.gernat@dlt.com

*** END OF NARRATIVE A0001 ***

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection Of Supplies--Fixed Price

AUG 1996

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.224-3	Privacy Training	JAN 2017
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	MAY 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

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(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Pages	Transmitted By
Attachment 0001	PRODUCT AND PRICE LIST	03-OCT-2017	15	EMAIL
Attachment 0002	GSA EULA	06-MAY-2015	8	EMAIL
Attachment 0003	DOD SUPPLEMENT TO GSA EULA	06-JUL-2017	7	EMAIL
Attachment 0004	GLOSSARY	06-JUL-2017	3	EMAIL
Attachment 0005	MOST FAVORED CUSTOMER PRICING CERTIFICATION	08-SEP-2017	1	EMAIL
Attachment 0006	ESI BPA REPORT OF SALES WITH INSTRUCTIONS	20-JAN-2016	1	EMAIL
Attachment 0007	ESI BPA FEES AND PAYMENTS	20-JAN-2016	6	EMAIL
Attachment 0008	ESI ARMY ORDER TRANSACTION REPORT TEMPLATE	05-JAN-2016	7	EMAIL
Attachment 0009	ESI ARMY ORDER TRANSACTION REPORT INSTRUCTIONS	20-JAN-2016	12	EMAIL
Attachment 0010	ESI ARMY ORDER TRANSACTION REPORT EXAMPLE	05-JAN-2016	8	EMAIL
Attachment 0011	CHAIN OF CONTACT FOR GOVERNMENT PERSONNEL	13-OCT-2017	1	EMAIL